

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VICTOR WASHINGTON,

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

Case No. C08-1144 JCC

DECLARATION OF
JOYCE L. THOMAS

I, Joyce L. Thomas, declare and state as follows based on my personal knowledge:

1. I am one of plaintiff Victor Washington's former attorneys.

2. I first represented Mr. Washington in 2006 regarding a separate employment matter. In that matter, I represented Mr. Washington on an hourly basis.

3. Mr. Washington first consulted me regarding his employment with Starbucks Corporation in January 2007.

4. In May 2007, Mr. Washington officially retained me to represent him in connection with his employment-related claims regarding Starbucks. On May 15, 2007, I sent Mr. Washington a Limited Duration Hourly Fee Agreement. A true and

1 correct copy of that agreement, my accompanying correspondence, and RPC 1.2, 1.3,
2 1.4, 1.5, 1.6, 1.7 and 1.15 are attached hereto as Exhibit A. Under the agreement, I
3 agreed to provide advice and counsel and to attempt to negotiate an acceptable transfer
4 or separation package for Mr. Washington. Mr. Washington agreed to pay for these
5 legal services on an hourly basis and to reimburse the firm for all costs incurred in the
6 matter. My hourly rate at the time, as stated in the fee agreement, was \$350 per hour.
7

8 5. Mr. Washington agreed to these terms and signed the fee agreement on
9 May 15, 2007. A true and correct copy of the fully executed fee agreement is attached
10 hereto as Exhibit B.

11 6. From May 2007 until May 2008, I worked to negotiate an acceptable
12 resolution of Mr. Washington's claims against Starbucks. Those efforts were
13 ultimately unsuccessful.
14

15 7. In July 2008, Mr. Washington decided to go forward with litigation and
16 authorized the firm to file this lawsuit. The lawsuit was filed on July 31, 2008.

17 8. I continued representing Mr. Washington in litigation on an hourly
18 basis. I continued to bill Mr. Washington at my January 2007 hourly rate of \$350 per
19 hour for all of my legal services.
20

21 9. From January 2007 through June 2009, Mr. Washington received
22 detailed monthly billing statements from our firm reflecting the attorney hours spent
23 on his case that month and the amount of money he owed for attorney's fees and costs.
24 Until he terminated the representation, Mr. Washington paid those hourly bills
25 regularly and promptly without raising any questions or concerns regarding the fees he
26 was charged or his ability to pay them. The end of each invoice reflects account
27

1 credits and payments received each month.

2 10. Copies of each of Mr. Washington's monthly invoices from January
3 2007 until June 2009 are attached hereto as Exhibit C. Mr. Washington's original
4 billing records contain entries that identify some of his medical providers and his
5 previous employer. In order to protect Mr. Washington's medical privacy and fully
6 comply with the protective order entered in this case, I have redacted the medical
7 providers' names from Exhibit C. I have also redacted the name of his previous
8 employer in order to fully comply with the confidentiality provisions of the settlement
9 agreement between Mr. Washington and that employer. I will gladly provide the
10 Court with the redacted information in Exhibit C if it directs me to do so.

11 11. The last payment Mr. Washington made to his account was on April 1,
12 2009, when he paid \$8,000.00 toward the \$13,310.05 balance that was due at that
13 time. See Exhibit C at 72.

14 12. At no time did I agree or did my law firm agree to represent Mr.
15 Washington in this litigation on a contingent basis. Nor did I ever agree either orally
16 or in writing to convert representation from an hourly to a contingent fee basis.

17 13. My law firm has never entered into an oral contingent fee agreement
18 with Mr. Washington or any other client.

19 I declare under penalty of perjury that the foregoing is true and correct to the
20 best of my knowledge.
21

22
23
24
25 July 10, 2009
26 Dated

27
Joyce L. Thomas
Joyce L. Thomas

CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2009, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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Dated: July 10, 2009

/s/ Jill Potter
JILL POTTER